

AVANT RANCH SOUTH TEXAS WHITETAIL HUNTS

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2018-2019 Hunting Season

We have been providing **guaranteed** whitetail package hunts since 1982. We offer a limited number of hunts each year that range from the management bucks to the trophies. **These deer are not pen raised!** We have produced winners at the Los Cazadores contest and others as well. Early season hunts are recommended to avoid the chance of broken antlers due the later rutting activity. Due to high densities and excellent success rates, two and a half day hunts are being booked on a first come first serve basis.

HUNT FEES - A \$1,000.00 non-refundable deposit will be required at time of booking. When hunter harvests his buck, ranch or contest personnel will measure it for gross Boone & Crockett score. **Guide may attempt to guess the gross Boone & Crockett score before the shot but cost will based on the fee schedule.** Hunter's \$1,000.00 deposit will be applied to the cost of the hunt and will be as follows:

120-129 Gross B&C	\$2,000.00
130-139 Gross B&C	\$2,500.00
140-149 Gross B&C	\$4,000.00
150-159 Gross B&C	\$5,500.00
160-169 Gross B&C	\$7,000.00
170+ Gross B&C	\$10,000.00 +\$500/Inch

Drop tines are an additional \$100/Inch

If hunter's guide is unable to present a reasonable opportunity to his client at a shootable buck (class hunt was booked for) during the course of the hunt, hunter will be refunded the full \$1,000.00 deposit. If, however, hunter chooses to refuse a reasonable opportunity at any animal that meets this criteria (to be described by guide's decision), hunter then agrees and understands that at that point in the hunt he has forfeited his \$1,000.00 deposit. Hunter also agrees that upon the taking or passing of the prescribed animal, his hunt will be considered over by the guide's or ranch personnel's decision.

- * Guide will field dress your deer, however, to skin, etc. there will be a fee.
- * Hunting will be done from blinds with a guide present at all times, and shots will be from 50 to 200 yards.
- * Hunters may stay in our 4 bedroom 3 bath hunting lodge for \$50 per person.
- * Transportation to and from ranch, as well as food, and a valid Texas Hunting license (**required**) will be the hunter's responsibility.

Every attempt will be made to recover a wounded deer (blood drawn, hair found, etc.), however, it will be considered a kill, and though **guides will not be responsible for guessing gross Boone & Crockett scores before the shot, a kill fee will be assessed**

based on the estimated score of the animal. This and all other guide's decisions shall rule on any and all of the above mentioned, and /or any other situation that may arise during the course or the hunt.

- * We reserve the right to price any bucks on an individual basis. This will be discussed prior to your hunt.**
- * Hunter agrees and understands that all brood bucks of any age (at guide's discretion) cannot and will not be harvested.**
- * We reserve the right to make changes to fees, etc. at any time. However, any paid deposit and booked hunt will be honored.**
- * Gratuity for guides is not included. (Suggestion 10%)**
- * Gratuity for housekeeping is not included.**
- * Non-hunting Guest fee is \$100.00/day**

RELEASE AND HOLD HARMLESS AGREEMENT AND NOTIFICATION OF HAZARDS

This Agreement (the "Agreement") is executed by the hunter (or guest) and related party signing below (collectively called the "undersigned") for the benefit of (i) all current and future owners of any portion of the property upon which the undersigned may hunt or conduct related activities (the "Property"), including J.R. Avant Ranch, Ltd. and Jeff W. Avant, (ii) any person or entity (the "Hunting Lessee") who leases the Property or any portion thereof from the owner for the purpose, in turn, of leasing or contracting with hunters for package or limited time hunts, (iii) the persons or entities referred to below who are indemnified in this Agreement, and (iv) the heirs, representatives, successors and assigns of persons or entities indemnified in this Agreement (all such persons or entities referred to in this subparagraph, other than the hunter, guest and related party, being called "Owners").

The undersigned recognize and understand that the hunting of game animals and related activities are inherently dangerous; that the Property is operated as a working ranch and wilderness area, with oil and gas development activities, and that there are various risks of harm to person and property, including, without limitation, wild animals, rodents, spiders, poisonous snakes and other reptiles (which animals, whether wild or domestic, may contain disease or be potentially dangerous), cattle, horses, vehicles, firearms, hunting, erosion and general conditions of the land, both on and off roadways or senderos (creating rough, hazardous and dangerous driving and walking conditions), hunting activities and oil and gas development on neighboring properties; and other potentially hazardous factors. The oil and gas development activities include, without limitation, the

drilling, reworking and operation of oil and/or gas wells, oil and/or gas pipelines and valve sites, oil and gas surface transportation by vehicles, and other operations for development, production and transportation of oil and gas. The Property is close in proximity to the United States/Mexico border, and undocumented aliens and/or drug trafficking may occur periodically on or near the Property. The undersigned fully accepts all risks relating to such hunting activities and the other factors described in this subparagraph; and understands and accepts that the undersigned will not be specifically warned or protected from such factors and activities. The undersigned voluntarily, and at the request and as the wish of the undersigned, will engage in hunting activities on and relating to the Property. The undersigned represents to the Owners that the undersigned party or parties who will be coming onto the Property or otherwise participating in hunting and related activities, are skilled in the careful, lawful and safe usage of firearms, and that such persons will exercise due caution and care in connection with all activities on the Property or otherwise in connection with or relating to hunting activities. The undersigned understand and acknowledge that no warranty, either express or implied, is made by any Owner as to the condition of any portion of the Property, including, without limitation, any roads, buildings, gates, blinds and tree stands, whether or not erected by any Owner or its employees, contractors or others, equipment or other improvements located thereon.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE ABOVE MATTERS, AND IN CONSIDERATION OF THE RIGHT TO ENTER AND CONDUCT HUNTING AND RELATED ACTIVITIES ON THE PROPERTY, THE UNDERSIGNED RELEASES, AND AGREES TO INDEMNIFY AND HOLD HARMLESS, THE OWNERS, INCLUDING THEIR FAMILY MEMBERS, AGENTS, EMPLOYEES, CONTRACTORS, OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, HEIRS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST, ANY PRESENT AND FUTURE DAMAGE, LOSS, LIABILITY OR CLAIM (INCLUDING COSTS OF LITIGATION AND ATTORNEYS' FEES) WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR PERSONAL INJURY TO OR DEATH OF, AND/OR DAMAGE TO PROPERTY OF, THE UNDERSIGNED OR ANY GUEST OR INVITEE OF THE UNDERSIGNED, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGE, LOSS, LIABILITY OR CLAIM ARISING IN WHOLE OR IN PART OUT OF THE NEGLIGENCE OR FAULT OR GROSS NEGLIGENCE OF ANY PERSON OR ENTITY INDEMNIFIED BY THIS AGREEMENT. THE UNDERSIGNED AGREE THAT THE HEIRS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF THE UNDERSIGNED SHALL BE BOUND BY THIS AGREEMENT.

The undersigned agrees that the undersigned, his or her heirs, representatives successors and assigns, will not make any claim or institute any suit or action against Owners, including the related parties identified or referred to in this Agreement, by reason of or arising out of conditions or activities on or off the Property, including any loss, damage, injury or death. As used in this Agreement,

the term “the undersigned” includes any minors in the care of the undersigned. The undersigned will assure that any minor in his or her care will conduct his or her hunting activities in a skilled and safe manner and in accordance with applicable law.

THIS AGREEMENT SHALL BE ABSOLUTE, AND ENFORCEABLE IN ACCORDANCE WITH ITS TERMS, AND SHALL APPLY WITH RESPECT TO ANY INJURY, DEATH OR DAMAGE ARISING IN ANY WAY OUT OF OR RELATING OR INCIDENTAL TO THE PARTICIPATION OR ACTIVITIES OF THE UNDERSIGNED (AND THE GUESTS, INVITEES OR OTHERS BEING ON OR ABOUT THE PROPERTY THROUGH THE ACTION OF THE UNDERSIGNED), INCLUDING THE FACTORS AND CONDITIONS DESCRIBED IN THIS AGREEMENT, ON, NEAR OR RELATING TO THE PROPERTY.

No provision in this Agreement shall be modified, waived or released in any manner, except by a written document executed by the owner(s) of the Property (and the Hunting Lessee, if applicable) and all of the undersigned.

I/WE HAVE READ THE FOREGOING, AND I/WE FULLY UNDERSTAND THE TERMS, CONDITIONS AND PROVISIONS THEREOF. I/WE FURTHER UNDERSTAND THAT BUT FOR OUR AGREEMENT TO WAIVE ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND DAMAGES, INCLUDING (BUT NOT LIMITED TO) ATTORNEYS' FEES, COURT COSTS, OR OTHER FEES OR EXPENSES RELATING TO ANY EVENT, ACCIDENT, INCIDENT, OCCURRENCE OR TRANSACTION OCCURRING ON OR OFF THE PROPERTY, THE HUNTER, GUEST OR RELATED PERSON IDENTIFIED BELOW WOULD NOT BE PERMITTED TO ENTER THEREON. ACCORDINGLY, I/WE HEREBY CONFIRM THAT I/WE HAVE READ AND UNDERSTAND THE ABOVE WAIVER AND AGREE TO ALL TERMS THEREOF. IN EXECUTING THIS RELEASE AND HOLD HARMLESS AGREEMENT AND NOTIFICATION OF HAZARDS, I/WE AGREE AND ACKNOWLEDGE THAT THE SAME SHALL BE BINDING UPON EACH OF US AND UPON MY/OUR HEIRS, EXECUTORS, AND LEGAL REPRESENTATIVES OF MY/OUR ESTATE, SUCCESSORS AND ASSIGNS. THE UNDERSIGNED AGREES THAT A SPOUSE’S POTENTIAL CLAIMS ARE RELEASED, WHETHER OR NOT SUCH SPOUSE SIGNS BELOW.

Please circle correct response below:

I DO / DO NOT GIVE YOU PERMISSION TO USE MY NAME AND ADDRESS FOR A REFERRAL TO INTERESTED HUNTERS.

I DO / DO NOT GIVE YOU PERMISSION TO USE MY PICTURE AND FIRST NAME ON JEFF AVANT'S HUNTING WEBSITE.

All blanks that are applicable must be filled out.

Printed Name: _____ Printed Name: _____
(Spouse)

Address: _____ Address: _____

Telephone No. _____ Telephone No. _____

Date of Birth: _____ Date of Birth: _____

Driver's License No. _____ Driver's License No.: _____

Hunting License No. _____ Hunting License No.: _____

Hunt Dates _____ \$ _____
Deposit Amount-(Make Checks Payable to Dilley Hunts)

Executed this _____ day of _____, 20____

Signature: _____ Signature: _____

